

Remarks

This communication is considered fully responsive to the first Office Action mailed September 9, 2005. Claims 1-10 were examined. Claims 1-10 stand rejected. Claims 1-3 and 6-7 are amended. Claims 5 and 10 are canceled without prejudice to the subject matter contained therein. New claims 11-22 are added. Reexamination and reconsideration of the currently pending claims are respectfully requested.

No New Matter

The subject matter of new claims 11-22 is supported by the specification as originally filed and therefore the new claims do not contain new matter.

Claim Objection

The Office Action objected to claims 5 and 10 as being of improper dependent form for failing to further limit the subject matter of a previous claim. Claims 5 and 10 are cancelled. Accordingly, the claim objection is now moot.

Claim Rejections - 35 U.S.C. 101

The Office Action rejected claims 1-10 under 35 U.S.C. 101 as being directed to non-statutory subject matter. The Office Action states that the recited process produces a useful, concrete, and tangible result, but that the claims do not specify, other than in the preamble, that one or more computer system performs the claim recitations.

Claims 5 and 10 are canceled and therefore the Section 101 rejection of claims 5 and 10 is now moot. The claims are amended to positively recite computer system means (e.g., a network, database, and computer-implemented instructions) for performing the claim recitations. Applicant believes that these amendments overcome the Section 101 rejection, and Applicant respectfully requests withdrawal of this rejection.

Claim Rejections - 35 U.S.C. 103(a)

The Office Action rejected claims 1-10 under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Publication No. 2003/0093302 to Quido, et al. (hereinafter referred to as "Quido") in view of U.S. Patent Publication No. 2002/0087364 to Lerner, et al. (hereinafter referred to as "Lerner"). Claims 5 and 10 are canceled and therefore the rejection of claims 5 and 10 is moot. Applicant respectfully traverses the rejection with regard to claims 1-4 and 6-9 as discussed below.

Quido was filed October 4, 2001 and Lerner was filed November 7, 2001. Accordingly, both Quido and Lerner were filed after Applicant's patent application was filed on May 21, 2001. Although Quido claims priority to a provisional patent application filed November 4, 2000 and Lerner claims priority to a provisional patent application filed November 7, 2000, the Office Action has not shown that the disclosure relied on to reject Applicant's claims was included in the provisional patent applications. Therefore, the Office Action has failed to make a prima facie case which would support a rejection of Applicant's claims under 35 U.S.C. 103(a).

In addition, Applicant's patent application claims priority to a provisional patent application filed on May 19, 2000, prior to the earliest priority filing date of both Quido and Lerner. Accordingly, Applicant believes that neither Quido nor Lerner are available under 35 U.S.C. 103(a) as prior art against the Applicant's invention.

For at least the foregoing reasons the claims are believed to be allowable over the cited references and Applicant respectfully requests withdrawal of the rejection of claims 1-4 and 6-9.

Furthermore, Applicant notes that Quido and Lerner are directed to different art than that which is claimed by Applicant. Quido and Lerner disclose selling insurance by automating the underwriting function. Applicant's invention, on the other hand, evaluates compliance of an insured's existing insurance coverage(s) with third party (i.e., the holder's) requirements.

Specifically, claim 1 positively recites "determining a user class of the user" (emphasis added). The Office Action cites paragraphs 0044-0046 in Quido as disclosing this recitation. However, these paragraphs discuss binding a quote. There is no teaching or suggestion of determining a user class of the user.

Claim 1 also positively recites "permitting the agent to enter insurance information for an insured" (emphasis added). The Office Action cites paragraph 0022 in Quido as disclosing this recitation. However, this paragraph discusses obtaining an insurance policy online. There is no teaching or suggestion of permitting the agent to enter insurance information for an insured. To the contrary, in paragraph 0022 Quido states that the user may

obtain a policy online "without the significant delays normally associated with dealing with agents who have to collect separately the validation information" Accordingly, Quido teaches against this recitation in Applicant's claim 1.

Claim 1 also positively recites "receiving a set of requirements from the holder via the network" and "executing computer-implemented instructions for displaying an exception report to the holder, the exception report indicating which of the insured's insurance information violated the set of requirements" (emphasis added). The Office Action admits that Quido does not explicitly disclose these recitations. Applicant agrees with this admission.

Instead, the Office Action relies on paragraph 0041 in Lerner as disclosing these recitations. However, this paragraph discusses issuing insurance policies manually or electronically. There is no teaching or suggestion of a holder, much less receiving requirements from a holder and displaying an exception report indicating which of the insured's insurance information violated the set of requirements.

For at least the foregoing reasons claim 1 is believed to be allowable over the cited references and Applicant respectfully requests withdrawal of the rejection of claim 1.

Claims 2-4 depend from claim 1, which is believed to be allowable. Therefore, claims 2-4 are also believed to be allowable for at least the same reasons as claim 1. Withdrawal of the rejection of claims 2-4 is respectfully requested.

In addition, claims 2-4 include numerous further recitations relating to providing insurance information of an insured to a holder. Again, Quido and

Lerner disclose online application processes that may be implemented by a consumer to apply for insurance and have nothing to do with providing insurance information of an insured to a holder. Accordingly, claims 2-4 are believed to be allowable for at least these reasons.

Claim 6 includes numerous recitations for providing insurance information of an insured. Again, Quido and Lerner disclose online application processes that may be implemented by a consumer to apply for insurance and have nothing to do with providing insurance information of an already insured. Accordingly, claim 6 is believed to be allowable for at least these reasons.

Claims 7-9 depend from claim 6, which is believed to be allowable. Therefore, claims 7-9 are also believed to be allowable for at least the same reasons as claim 6. Withdrawal of the rejection of claims 7-9 is respectfully requested.

In addition, claims 7-9 include numerous further recitations or providing insurance information of an insured. Again, Quido and Lerner disclose online application processes that may be implemented by a consumer to apply for insurance and have nothing to do with providing insurance information of an insured. Accordingly, claims 7-9 are believed to be allowable for at least these reasons.

New claims 11-22 also include numerous recitations that are not taught or suggested by the cited references. Therefore, Applicant believes these claims are also allowable in view of the cited references.

Conclusion

The Applicant respectfully requests that a timely Notice of Allowance be issued in this matter. If there are any matters that may be clarified by telephone, the Examiner is encouraged to call Applicant's attorney at the number listed below.

Respectfully Submitted,

Dated: Dec. 9, 2005

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